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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

ELJSA/"K" LINE SLOT EXCHANGE AGREEMENT

FMC Agreement No. **012275**

A Cooperative Working Agreement

Expiration Date: None

This Agreement has not been published previously.



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of the Agreement is the ELJSA/"K" Line Slot Exchange Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to authorize the parties to exchange space on their respective vessel services in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

ELJSA LINE JOINT SERVICE AGREEMENT ("ELJSA") FMC No. 011982-004 consisting of:

Evergreen Marine Corp. (Taiwan) Ltd.
No. 166
Section 2
Minsheng East Road
Taipei 104 Taiwan

Evergreen Marine (UK) Ltd.
Evergreen House
160 Euston Road
London, England
NW1 2DX U.K.

Italia Marittima S. P. A
Passeggio S. Andreas 4
Trieste 34123, Italy

Evergreen Marine (Hong Kong) Ltd.
22-23 Floor, Harcourt House
39 Gloucester Road
Wan Chai, Hong Kong

Evergreen Marine (Singapore) Pte Ltd
200 Cantonment Road, #12-01
Southpoint, Singapore 089763

For purposes of this Agreement the signatory party on behalf of "Evergreen Line Joint Service Agreement" or "ELJSA" shall be Evergreen Marine Corp. (Taiwan) Ltd. No. 166, Section 2, Minsheng East Road, Jhongshan District, Taipei 104 Taiwan and Evergreen Marine Corp. (Taiwan) Ltd shall be the entity contractually responsible under this Agreement for the obligation of ELJSA.

And

KAWASAKI KISEN KAISHA, LTD ("K" LINE)
Iino Bldg.
1-1 Uchisaiwaicho, 2-Chome
Chiyoda-Ku,
Tokyo 100-8540, Japan
Attn: Manager, Planning Team

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement shall cover the transportation via the Suez Canal of cargo between ports in China, Hong Kong, Singapore and Taiwan on the one hand and ports on the Atlantic Coast of the United States in the Maine to Florida range and vice versa as more fully described in Article 5.4 infra. The foregoing geographic scope is hereinafter referred to as "the Trade".

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Cargo. This Agreement covers containerized cargo.

5.2 Space. (a) "K" Line shall provide ELJSA with and guarantee the availability of 822 TEUS on each sailing of its AWE 4 service with a maximum average weight of 9.5 metric tons on a used/not used basis. ELJSA shall provide "K" Line with and guarantee the availability of slots for 822 TEUs on each sailing of its AUE services with a maximum average weight of 9.5 metric tons on a used/not used basis.

5.3 Vessels. ELJSA shall be providing space to "K" Line on 11 vessels on ELJSA's AUE service of approximate capacity of 8,500 TEUs with a maximum average weight of 9.5 metric tons. "K" Line shall provide space to ELJSA on "K" Line's AWE 4 service on 11 vessels of approximate capacity of 5,200-5,500 TEUs with a maximum average weight of 9.5 metric tons.

5.4 Port Rotation. The port rotation:

- a. ELJSA AUE Service – Xiamen, Kaohsiung, Hong Kong, Yantian, Singapore, Suez Canal (transit), New York, Norfolk, Savannah, Suez Canal (transit), Xiamen.
- b. "K" Line AWE 4 Service – Ningbo, Shanghai, Singapore, Suez Canal (transit), New York, Norfolk, Savannah, Suez Canal (transit), Singapore, Ningbo.

5.5 The Parties may agree to change the ports, the port sequence, the service names (so long as within the Trade), increase or decrease the vessel sizes by up to fifty percent, and increase or decrease the number of TEUs provided herein without filing an amendment to this Agreement.

5.6 Terminals and Stevedoring. Each Party shall be responsible for entering into agreements with the terminals and stevedores used by the other Party. Each Party shall be responsible for the payment of terminal and stevedoring costs related to the handling and storage of its cargo and containers.

5.7 Marketing and Documentation. The Parties shall solicit and book cargoes subject to this Agreement for their separate accounts and shall issue their own separate bills of lading. This Agreement does not authorize the Parties to establish a common tariff. For each shipment of cargo shipped hereunder, the Party operating the vessel shall be deemed to have issued a bill of lading to the other Party.

5.8 Slots Sales/Subcharters to Third Parties. No Party may subcharter space allocated under this Agreement to any other third-party without the prior written consent of the other Party. In the event that space is subchartered in accordance with the terms hereof, such subcharter shall be without prejudice to Charterer's obligations to the Owner and the Charterers shall be liable to the owner for all liabilities and damages that may result from such subcharter. For purposes of this clause 5.7, "Owner" refers to the Party operating or providing the vessel hereunder and the term

"Charterer" refers to the Party utilizing space on the vessel operated or provided by the other Party hereto. Charterer shall hold the Owner harmless and indemnify the Owner in the event of any liability or damages assessed against the Owner as a result of the carriage of containers in slots subchartered by the Charterer.

5.9. Further Agreement. The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, joint working procedures, terminal operations, stowage planning, schedule adjustments, record keeping, responsibility for loss or damage, the processing of claims, insurance, liabilities, indemnification, consequences for delays, and treatment of hazardous and dangerous cargo. Notwithstanding the foregoing, each Party shall bear its own administrative expenses in connection with this Agreement.

ARTICLE 6: AUTHORIZED REPRESENTATIVES

The following persons shall have authority to sign and file this Agreement or any modification to this Agreement, to respond to any requests for information from the FMC and to delegate such authority to other persons:

- a) Any authorized Officer of a Party and
- b) Legal counsel for each Party.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1. See Article 9.

ARTICLE 8: VOTING

Actions under this Agreement or any amendment thereto, shall be by unanimous consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

9.1 This Agreement shall be effective on the date it becomes effective pursuant to the Shipping Act of 1984, as amended and shall remain in effect until terminated by mutual agreement of the Parties or upon written notice of terminations from one Party to the other Party as separately agreed in the two Parties implementing Agreement. The foregoing is without prejudice to any Party's remedies for breach of the Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 2^d day of May, 2014.

KAWASAKI KISHA KISEN LTD.
Limited ("K" LINE)

EVERGREEN LINE JOINT
SERVICE AGREEMENT

By: _____

By: Paul M. Keane

Name:

Name: Paul M. Keane

Title:

Title: Attorney-in-fact

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 2nd day of May, 2014.

KAWASAKI KISHA KISEN LTD.
Limited ("K" LINE")

EVERGREEN LINE JOINT
SERVICE AGREEMENT

By: Robert B. Yoshitomi

Name: Robert B. Yoshitomi

Title: Legal counsel

By: _____

Name: Paul M. Keane

Title: Attorney-in-fact